

MALOOF BROWNE & EAGAN LLC

THOMAS M. EAGAN

411 Theodore Fremd Avenue, Suite 190
Rye, New York 10580
Telephone (914) 921-1200
Telecopier (914) 921-1023
E-mail: teagan@maloofandbrowne.com

November 30, 2007

Via Facsimile - 2 Page(s)

Hon. Naomi R. Buchwald
U.S. District Judge
Daniel Patrick Moynihan Courthouse
500 Pearl St., Room 2270
New York, NY 10007
Tel: (212) 805-0194
Fax: (212) 805-7927

NOV 30 2007
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

**Re: Underwriters at Lloyds' Subscribing to Covernote
MW0502100, and Lexmark International, Inc. v. Exel Taiwan
Co., Ltd. d/b/a Henderson Line, Henderson Line Limited**
Docket No. 07-cv-5458
Our Ref: 0604.22

Dear Judge Buchwald:

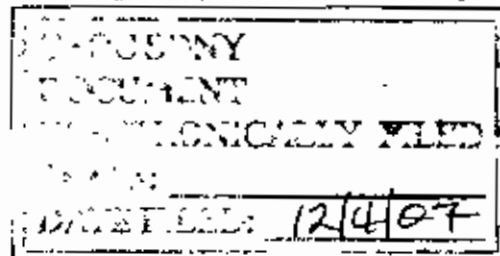
We are attorneys for plaintiffs Underwriters at Lloyds' and Lexmark International, Inc.

The case arises out of the carriage of printers and printer parts from the Far East to the United States. During the inland rail leg, the train derailed resulting in damage to the cargo. Suit was filed against defendants in the Southern District of New York under a jurisdiction clause in the bills of lading.

Service was made on defendant on October 2, 2007; no answer has been filed.

There is an identical case pending in California against these and other defendants; we are awaiting Exel/Henderson's consent to waive the purported New York jurisdiction clause and agree that the claim can proceed in California. Once we have this consent, we will discontinue this action.

We respectfully request that the Court set December 20, 2007 as the deadline for discontinuing, filing an answer or taking a default.



So Ordered
12/3/07

We thank the Court for its consideration.

Respectfully submitted,


Thomas M. Eagan

TME/bm

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